

GROUND LEASE EXTENSION AGREEMENT

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THIS GROUND LEASE EXTENSION AGREEMENT (the "Agreement") is by and between GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Lessor") and STC FIVE LLC, a Delaware limited liability company, successor in interest to the original tenant, Sprint Spectrum L.P., a Delaware limited partnership ("Tenant"), and effective as of the 14 day of July, 2008 ("Effective Date").

Whereas, Lessor has acquired an easement ("Easement") along with a concomitant ground lease ("Ground Lease") relating to a certain tower site ("Tower Site") upon which Tenant has one or more communication towers and related improvements or assets; and

Whereas, Lessor and Tenant desire to amend the Ground Lease to extend the terms thereof and obtain the Lessor's consent ("Consent") to subleasing or licensing the Tower Site (in whole or part), including tower space, to wireless carriers and other third parties; and

Whereas, Lessor and Tenant have agreed upon terms for extending the term of the Ground Lease and they desire to memorialize such agreement in writing.

Now, Therefore, Lessor and Tenant, for good and valuable considerations, agree as follows:

Definitions

"Agreement" means this Ground Lease Extension Agreement.

"Ground Lease" means that certain Tower Site Lease Agreement dated October 16, 1996, for property located in Tarrant County, Texas, as evidenced by that certain Memorandum of Lease Agreement dated October 16, 1996 and recorded under Instrument No. D197155507 of the Official Public Records of Tarrant County, Texas. The original lessor's interest in the lease was assigned to Lessor in that certain Grant of Easement and Assignment of Lease dated July 14, 2008.

"Tenant's Notice Address" means c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, 2000 Corporate Drive, Canonsburg, PA 15317.

"Lessor's Notice Address" means c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, 2000 Corporate Drive, Canonsburg, PA 15317.

1. **Ground Lease Term.** Effective as of the Effective Date, the term of the Ground Lease shall be extended to the earlier of (i) December 31, 2031 or (ii) the termination date of the Easement. If there is any conflict between the Ground Lease and this Agreement, this Agreement shall prevail.

2. **Ground Lease Termination.** Tenant has the right to terminate the Ground Lease with at least five (5) years' prior written notice to Lessor.

3. **Rent.** Effective as of the Effective Date, Tenant shall pay rent to Lessor in the monthly amount described on Exhibit A attached hereto and made a part hereof. The monthly rent shall increase annually commencing on each January 1, to an amount equal to the monthly rent prior to such adjustment multiplied by the CPI indicator published on or about October 1 prior to such

adjustments dividend by the CPI indicator published on or about October 1 for the prior year. "CPI" means the Consumer Price Index published by the Bureau of Labor for all Urban Consumers, U.S. City Averages or a substantially similar index if such index is not published.

4. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Tenant at Tenant's Notice Address.

5. **Assignment, Sublease, Licensing and Encumbrance.** Tenant has the right, without any requirement that it pay any additional consideration to Lessor and at its sole discretion, to assign all or any interest in this Agreement and to sublease or license the rights granted to it in the Ground Lease or modify or alter the Tower Site. If there is any conflict between the Ground Lease and this Agreement, this Agreement shall prevail.

[Signatures on next page following]

IN WITNESS WHEREOF, Lessor and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

LESSOR:

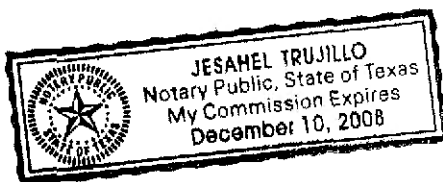
GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: _____
Name: Jay Brown
Title: CFO

THE STATE OF Texas §
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 14 day of July, 2008 by Jay Brown, as CFO of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, on behalf of said company and for the purposes stated in the foregoing instrument. She/He is personally known to me or has produced a driver's license as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

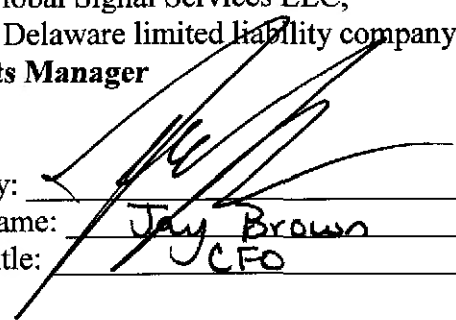
My Commission expires: 12-10-08

TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

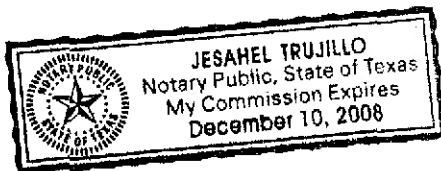
By: Global Signal Services LLC,
a Delaware limited liability company,
Its Manager

By: 
Name: Jay Brown
Title: CFO

STATE OF Texas :
: SS
COUNTY OF Harris :

The foregoing instrument was acknowledged before me this 14 day of July, 2008, by Jay Brown, as CFO of Global Signal Services LLC, a Delaware limited liability company, the Manager of Global Signal Acquisitions II LLC, a Delaware limited liability company, the Attorney-in-Fact for **STC FIVE LLC**, a Delaware limited liability company, on behalf of said entities, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing instrument for the purpose, intents and consideration therein contained, as his/her free act and deed.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.




Signature of Notary Public

Jesabel Trujillo
Printed Name of Notary Public

My Commission Expires: 12-10-08

Site Name: Shady Lane & Meadowbrook II
BU#: 876478

After recording return to:
Stacy Porter
Stewart Title NTS
1980 Post Oak, Suite 610
Houston, Texas 77056
SN# 08331974

EXHIBIT "A"

Monthly Rent Amount

\$1,137.00



STEWART TITLE NTS
1980 POST OAK STUIE 610

HOUSTON TX 77056

Submitter: STEWART TITLE

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/11/2008 02:14 PM
Instrument #: D208313414
A 6 PGS \$32.00

By: _____



D208313414

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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